MOU AR-MEMORANDUM OF UNDERSTANDING

Between

Arapaho and Roosevelt National Forests
Rocky Mountain National Park
Colorado State Forest Service
Larimer County Sheriff?s Department, Colorado
Boulder County Sheriff?s Department, Colorado
City of Boulder, Colorado, Fire Department
Poudre Fire Authority

(Hereinafter Referred to as the Cooperating Entities)

I. PURPOSE

One of the principle challenges facing the citizens of the Northern Colorado Front Range is the effect of urban growth in, and adjacent to forested lands. The Cooperating Entities are required under the terms of various statutes and agreements administered by Boulder and Larimer Counties, by the City of Boulder, by the State of Colorado, by the United States Department of Interior, and by the United States Department of Agriculture to provide for the planning and implementation of actions to protect life, property, and natural resources.

Only through a cooperative effort among these entities and with the citizens of the area can the multi-faceted challenges posed by the development of the wildland areas along the Northern Colorado Front Range be addressed.

In view of these considerations these entities desire to establish an enduring basis for such cooperation and assistance and hereby enter into this Memorandum of Understanding.

This MEMORANDUM OF UNDERSTANDING (MOU), made and entered into by and between the Cooperating Entities, shall provide for the establishment of the NORTHERN FRONT RANGE WILDLAND FIRE COOPERATORS (NFRWFC) to provide a basis of cooperation between said parties in all aspects of wildland fire management including prevention, education, training, suppression and prescribed fire management. It establishes general guidelines and operating procedures and initial direction for the Board of Directors

II. MISSION STATEMENT

The mission of the Northern Front Range Wildland Fire Cooperators is the protection of public and private property from wildfires, and the implementation of fire management programs for natural resource enhancement and protection, through effective and efficient cooperation between all agencies. The general goals of the organization are to speak with a unified voice for the establishment of a fire safe environment along the Front Range; to reach out to the public, planners, and governing bodies with practical applications for promoting a fire safe environment; to implement fire management programs for the protection and enhancement of natural resources; and to be a model for interagency cooperation in the accomplishment of these goals.

The Northern Colorado Front Range area is defined as that area inside the geographic boundaries of service provided by the Fort Collins Interagency Dispatch Center (FTC) and could generally be described as the Northeast section of the State of Colorado. Initially this includes lands administered by or covered by agreements within the Fort Collins, Boulder and Fort Morgan Districts of the Colorado State Forest Service, the Arapaho and Roosevelt National forests, Rocky Mountain National Park and all lands under jurisdiction of the Boulder and Larimer County Sheriff offices.

III. BOARD OF DIRECTORS

The Board members will coordinate recommendations for agency acceptance and implementation by:

Providing leadership and coordinating direction to wildland fire management programs in the Northern Colorado Front Range area.

Providing a forum for the exchange of ideas and the development of consistent policies.

Fostering cooperation, and facilitating efficiency in wildland fire management through coordinated planning and utilization of closest forces and shared resources concepts.

Establishing and maintaining an interagency approach to wildland fire management programs through: development of full interagency association: and facilitation of a high degree of professionalism, trust, and mutual assistance among wildland fire agencies.

Identifying issues, establishing priorities, developing alternatives, and recommending a unified course of action (to respective agency administrators)

The initial composition of the Board of Directors will be as follows:

Arapaho and Roosevelt National Forests

Rocky Mountain National Park

Colorado State Forest Service Larimer County Sheriffs Department Boulder County Sheriffs Department

City of Boulder Fire Department

Poudre Fire Authority

Forest Supervisor or Designee

Park Superintendent or

Designee

Area Forester or Designee

Sheriff or Designee Sheriff or Designee Chief or Designee Chief or Designee

IV. OPERATING PROCEDURES

The Board may develop By-laws and Administrative procedures for the NFRWFC as needed.

- **A.** Decision Making Decisions by the Board will be made on the basis of a majority vote by the directors present at meetings. A quorum of five (5) directors is necessary for decisions. At all meetings of the Board each director shall have one vote.
- B. Chairperson A chairperson shall be designated annually, on a calendar year basis, from the Board of Directors. The chairperson shall be appointed at the last meeting of the calendar year to serve for the next calendar year. The chairperson shall serve as the focal point or primary contact with the designated committees and task forces. The chairperson is responsible for setting the meeting location, agenda, and providing a recorder.
- C. Meetings Meeting shall rotate among membership and will be held at least every other month or otherwise agreed upon schedule.
- D. Committees The Board may create and appoint committees to assist the Board in the conduct of NFRWFC affairs. The Board will identify issues and concerns of mutual interest and issue assignments to specific working committees. The Board will designate committee chairs and recommend committee members from both within the director agencies and other cooperating agencies as needed. The Board will provide direction and oversight to the Chairperson of each of the working committees.

The Board will have the authority to add or eliminate committees as needed. complete assigned tasks within time frames established by the Board. Task forces will be abolished upon completion of identified tasks.

Initial committees will be as follows:

<u>Publicity/Prevention/Education</u> - to publicize and distribute information both internally within NFRWFC and externally to the public.

<u>Wildfire Hazard Mitigation</u> - to assist property owners in fire risk reduction through fuels management.

<u>Training</u> - identification and implementation of course work to improve the qualifications and expertise of wildfire personnel in the Northern Colorado area.

<u>Suppression</u> - address concerns related to fire suppression activities, agree on Initial Management Group composition and operation, establish a standard format for preattack planning in urban interface areas, address concerns related to suppression aircraft, dry hydrants, equipment/supplies and caches for the Northern Front Range area.

<u>Prescribed Fire</u> - address concerns related to prescribed fire management planning, implementation and coordination in the Northern Front Range area,.

<u>Fort Collins Dispatch Center Steering</u> - address concerns related to interagency management of the Fort Collins Interagency Dispatch Center.

All committees will provide briefing papers to the chairperson of the Board prior to meetings for any topics requiring decisions. The committee chairs are responsible for distribution of these briefing papers to the directors, at the request of the chairperson, and will attend board meetings as needed or requested. A committee report of work progress will be submitted to the board once a year.

- E. Task Forces The Board may establish task forces to address critical issues of a non recurring nature. The Board will select a task force leader and recommend team members to complete assigned tasks within time frames established by the Board. Task forces will be abolished upon completion of identified tasks.
- F. Records FTC will be the central repository for files concerning NFRWFC activities.

V. OTHER COOPERATORS

As there are other agencies and entities within the geographic area that have interest in the wildland urban interface issues, other groups may participate or solicit permission to participate, as allowed by the Board. These other agencies will be referred to as cooperators but will have no voting-privileges on the Board.

The Board, may add other agencies or entities to the board with full voting privileges by a majority vote of ALL directors. This MOU will be amended by signature to reflect revised membership.

VI. GENERAL PROVISIONS

IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- 1. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures and with subsequent agreements.
- 2. Assistance supplied to the NFRWFC will be furnished by the Cooperating Entities in accordance with applicable regulations and existing agreements among and between Cooperating Entities.
- 3. This MOU shall not be construed to affect the jurisdiction of the Federal, State, County or City governments, or any agencies thereof, over those lands owned or managed by these governments which may lie within the Northern Front Range area.
- 4. The Cooperating Entities are not bound by any obligation in this MOU or any supplement thereto which will involve the expenditure of funds in excess of the amounts made available to it, or for a period in excess of that authorized by law.
- 5. All matters that may require action or approval by any of the Cooperating Entities will be handled through the established procedures of that entity.
- 6. This MOU will be in effect for a term of five (5) years. At that time the Cooperating Entities will renew or cancel this agreement.

Renewal will be in the form of a subsequent MOU and will contain any agreed upon changes.

- 7. The participants will review this MOU at least every five years to determine its adequacy, effectiveness, and continuing need.
- 8. Any one participant may propose changes to this MOU during its term. Any change will be in the form of an amendment and will not take effect until all participants have agreed and signed the amendment.
- 9. This MOU may be terminated at any time during its term by written notice, by mutual agreement among the participants or by any one participant giving the other participants at least 30 days written notice.

Approved by:

Forest Supervisor	Date	
Arapaho and Roosevelt National Forests		
Park Superintendent	Date	
	Date	
Rocky Mountain National Park		
Area Forester	Date	
Colorado State Forest Service		
Sheriff	Date	
Larimer County Sheriff?s Department		
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Sheriff	Date	
Boulder County Sheriff?s Department		
Chief	Date	
City of Boulder Fire Department		
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Board of Directors	Date	
Poudre Fire Authority		
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